



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 6

1201 ELM STREET, SUITE 500

DALLAS, TEXAS 75270

February 12, 2021

CERCLA SECTION 104(e) INFORMATION REQUEST

URGENT LEGAL MATTER: PROMPT REPLY REQUESTED

VIA EMAIL & CERTIFIED MAIL, RETURN RECEIPT REQUESTED #7020 0640 0000 9754 2303

Johnson Controls, Inc.
c/o Benjamin Grawe
DeWitt LLP
2 East Mifflin Street, Suite 600
Madison, Wisconsin 53703

Re: Globe-Union Inc. Superfund Site, Garland, Texas; CERCLIS #: TXD980626642;
2nd Information Request Pursuant to CERCLA Section 104(e), 42 U.S.C. §9604(e)

Dear Mr. Grawe:

On May 22, 2020, the U.S. Environmental Protection Agency (EPA) issued Johnson Controls, Inc. ("Respondent," "you" or "your") an Information Request explaining its investigation of the releases and/or threatened releases of hazardous substances, pollutants, or contaminants at the Globe-Union Inc. Superfund Site (the "Site"), located in the area at and near 1111 S. Shiloh Road, Garland, Dallas County, Texas. The EPA received your response on July 21, 2020. This letter seeks your cooperation in providing additional information and documents relating to the contamination of the Site. Information you provide will help the EPA in its investigation of the release or threat of release of certain hazardous substances, pollutants or contaminants at this Site. Your response will also help the EPA develop a better understanding of activities that occurred at the Site, which may have caused pollution at the Site.

The EPA is seeking to obtain additional information regarding the disposal of lead-containing material at the Site, the clean-up conducted at the Site described in your and/or Clarios, LLC response to EPA's Information Request mentioned above.

This Information Request is not a determination that you are responsible or potentially responsible for contamination that occurred at the Site. The EPA is sending you this letter as part of its investigation of the circumstances related to the release of hazardous substances at the Site, the EPA does not expect you to pay for or perform any site-related activities at this time. Should the EPA determine that you are responsible or potentially responsible for response activity at the Site, the EPA will send a separate letter clearly stating such a determination as well as the basis the EPA has for making such a determination.

The Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) Section 104(e), 42 U.S.C. § 9604(e), gives the EPA the authority to require Respondent to answer the EPA's requests for the type of information we are asking for in this letter (*see* Enclosure 1). We encourage you to give this matter your full attention, and **we ask that you respond to this request for information within thirty (30) calendar days of receipt of this letter.** A company official with the appropriate authority should respond. If you fail to respond to this Information Request, the EPA may issue an order to Respondent. **If you fail to respond to the EPA's order, Respondent may face penalties of up to \$58,328 per violation per day.** In addition, furnishing false, fictitious or fraudulent statements or representations is subject to criminal penalty under 18 U.S.C. § 1001.

Due to the telework structure in place at EPA at this time, we are asking that you please provide an electronic version (*e.g.*, Adobe pdf) of your written response to EPA Enforcement Officer Kenneth Talton at talton.chuck@epa.gov, and send a hard copy to the mailing address included in the attached Information Request, which is contained in Enclosures 1, 2, and 3. Please refer to Enclosure 2 for important instructions and definitions and Enclosure 3 for specific questions, information and document requests that require your response to this Information Request.

If you have any questions regarding this letter, please contact Mr. Talton at 214-665-7475 or at talton.chuck@epa.gov. Questions concerning legal matters should be directed to the EPA site attorney, Matthew Miller, at 214-665-6406 or miller.matthew@epa.gov.

Sincerely yours,

BRENDA COOK

Digitally signed by BRENDA COOK
DN: cn=U.S. gov, o=U.S. Government, ou=Environmental Protection Agency,
cn=BRENDA COOK, 0.9.2342.19.200300.100.1.1=68001003655455
Date: 2021.02.12 10:17:56 -0600

for

Susan D. Webster, Chief
Assessment and Enforcement Branch
Superfund Division

Enclosures (5)

1. Information Request: Response to Information Request
2. Information Request: Instructions and Definitions
3. Information Request: Questions, Information and Documents Requested
4. Companies Receiving Information Request
5. Globe-Union Parcel Map/Warranty Deed & Leases

cc: Johnson Controls, Inc.
5757 N. Green Bay Ave
Milwaukee, Wisconsin 53209

Chase A. Horne
cah@dewittllp.com

ENCLOSURE 1

GLOBE-UNION INC. SUPERFUND SITE GARLAND, DALLAS COUNTY, TEXAS

INFORMATION REQUEST

RESPONSE TO INFORMATION REQUEST

Under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), commonly known as the federal "Superfund" law, the U.S. Environmental Protection Agency (EPA) responds to the release or threat of release of hazardous substances, pollutants or contaminants into the environment to stop additional contamination and to clean up or otherwise address any prior contamination.

The EPA is requesting information under CERCLA Section 104(e). Section 104(e) may be found in the United States Code (U.S.C.) at Title 42 Section (section is denoted by the symbol "§") 9604(e), 42 U.S.C. § 9604(e).

Pursuant to the authority of CERCLA Section 104(e), you are hereby requested to respond to the Information Request found in Enclosures 1, 2, and 3 (this is Enclosure 1). If you have any questions concerning the Globe-Union Inc. Superfund Site (Site) or this Information Request letter, please contact Kenneth Talton, the designated Enforcement Officer for the Site, at phone number (214) 665-7475, or via email at talton.chuck@epa.gov. Please mail your response within 30 calendar days of your receipt of this request to the following address:

Kenneth Talton, Enforcement Officer
Superfund Enforcement Assessment Section (SEDAE)
U.S. EPA, Region 6
1201 Elm Street
Dallas, Texas 75270

And please send an electronic copy of your response to talton.chuck@epa.gov.

If you or your attorney have legal questions that pertain to this information letter request, please contact Matthew Miller at phone number (214) 665-6406 or via email at miller.matthew@epa.gov. For contact via mail, use the following address:

Matthew Miller, Attorney
Office of Regional Counsel (ORCDS)
U.S. EPA Region 6
1201 Elm Street
Dallas, Texas 75270

BACKGROUND INFORMATION

Globe-Union Inc. Superfund Site includes a former battery manufacturing plant that operated from the 1950s to 1995. The plant produced lead oxide batteries for the automobile industry. The Site includes two parcels totaling approximately 12.13 acres located at and near 1111 S. Shiloh Road in Garland, Dallas County, Texas. The Site also includes the areal extent of contamination, including contamination that extends off of these parcels, along with all suitable areas in very close proximity to the contamination necessary for implementation of the response action.

Lead acid battery production is the largest single use of lead in the United States. By the 1970s, Globe-Union Inc., had become the nation's largest manufacturer of lead acid automobile batteries. The Garland location was one of many Globe-Union Inc., facilities throughout the United States which manufactured batteries for Interstate and Sears DieHard brands.

Lead oxide was transported via train or truck to the Globe Union Inc., plant to be smelted and pressed into electrodes, or plates which were used in the production of the automotive batteries. The lead smelting process generates a variety of contaminants including lead particulate and sulfur dioxide. Particulate matter generated during the lead smelting process has been controlled since the early 1900s through the use of large filters, known as baghouses which were often set up in an array. The Globe-Union plant had one baghouse present by 1973 (installation date unknown) when Globe-Union requested and received approval from the Texas Air Control Board (TACB) to install a second baghouse to allow for an increase in production capacity while maintaining air emissions standards.

A permitted central vacuum system, used to clean indoor air from the plant, was also routed to the baghouses. A drying tower was constructed in the late 1970s to reduce sulfur dioxide emissions. TACB files detail several additional air permits for various processes within the plant which were in place from the 1970s until the conclusion of operations in 1995.

During the week of February 17, 2020, the EPA conducted field activities as part of an investigation into the potential release of hazardous constituents from the past operations of the Globe-Union plant. Samples were collected on the fence-line of the Globe-Union plant and in downgradient drainage pathways. Soil samples were collected along the banks of the drainage pathway in public access areas and in residential areas adjacent to the drainage pathways. Representatives from the Meadowlark-Williams neighborhood and the City of Garland were present during the sampling activities.

Preliminary analytical results indicated elevated lead levels were present in the soil along the surface water pathway and in residential yards. As a result of the site inspection, the EPA will conduct a removal assessment and evaluation to determine the need for a removal action at the Site. For more information about the Site, please see the EPA website at https://response.epa.gov/site/site_profile.aspx?site_id=14728.

ENCLOSURE 2

GLOBE-UNION INC. SUPERFUND SITE GARLAND, DALLAS COUNTY, TEXAS

INFORMATION REQUEST

INSTRUCTIONS AND DEFINITIONS

1. Please provide a separate narrative response for each and every Question and subpart of a Question set forth in this Information Request.
2. Precede each answer with the Question (or subpart) and the number of the Question (and the letter of a subpart of a Question, if applicable) to which it corresponds.
3. If information or documents not known or not available to you as of the date of submission of a response to this Information Request should later become known or available to you, ***you must supplement*** your response to the U.S. Environmental Protection Agency (EPA). Moreover, should you find, at any time, after submission of your response, that any portion of the submitted information is false or misrepresents the truth, or, though correct when made, is no longer true, you must notify the EPA of this fact as soon as possible and provide the EPA with a corrected response.
4. For each document produced in response to this Information Request, indicate on the document, or in some other reasonable manner, the number of the Question (and the letter of a subpart of a Question, if applicable) to which it responds.
5. You may assert a business confidentiality claim covering part or all of the information which you submit in response to this request. Any such claim must be made by placing on (or attaching to) the information, at the time it is submitted to the EPA, a cover sheet or a stamped or typed legend or other suitable form of notice employing language such as "trade secret," "proprietary," or "company confidential." Confidential portions of otherwise non-confidential documents should be clearly identified and may be submitted separately to facilitate identification and handling by the EPA. If you make such a claim, the information covered by that claim will be disclosed by the EPA only to the extent, and by means of the procedures, set forth in subpart B of 40 CFR Part 2. If no such claim accompanies the information when it is received by the EPA, it may be made available to the public by the EPA without further notice to you. The requirements of 40 CFR Part 2 regarding business confidentiality claims were published in the Federal Register on September 1, 1976, and were amended September 8, 1976, and December 18, 1985.
6. Personal Privacy Information. Personnel and medical files, and similar files the disclosure of which to the general public may constitute an invasion of privacy should be segregated from your responses, included on separate sheet(s), and marked as "Personal Privacy Information."
7. Objections to questions. If you have objections to some or all the questions within the Information Request Letter, you are still required to respond to each of the questions.

DEFINITIONS

The following definitions shall apply to the following words as they appear in this enclosure:

1. The terms "and" and "or" shall be construed either disjunctively or conjunctively as necessary to bring within the scope of this Information Request any information which might otherwise be construed to be outside its scope.
2. The term "any," as in "any documents" for example, shall mean "any and all."
3. The term "arrangement" means every separate contract or other agreement between two or more persons.
4. The term "documents" includes any written, recorded, computer-generated, or visually or aurally reproduced material of any kind in any medium in your possession, custody, or control, or known by you to exist, including originals, all prior drafts, and all nonidentical copies.
5. The term "identify" means, with respect to a natural person, to set forth the person's name, present or last known business and personal addresses, email address(es), and telephone numbers, and present or last known job title, position or business. Also provide e-mail addresses.
6. The term "identify" means, with respect to a corporation, partnership, business trust or other association or business entity (including, but not limited to, a sole proprietorship), to set forth its full name, address, and legal form (e.g. corporation including state of incorporation, partnership, etc.), organization, if any, a brief description of its business, and to indicate whether or not it is still in existence and, if it is no longer in existence, to explain how its existence was terminated and to indicate the date on which it ceased to exist. Also provide e-mail addresses and telephone numbers.
7. The term "identify" means, with respect to a document, to provide the type of document, to provide its customary business description, its date, its number, if any (invoice or purchase order number), subject matter, the identity of the author, addressor, addressee and/or recipient, and the present location of such document.
8. The term "material(s)" shall mean any and all objects, goods, substances, or matter of any kind including, but not limited to, wastes or hazardous wastes.
9. The term "operator" shall mean those persons who operate or operated all or part of the 12.13-acre facility (i.e., the Globe-Union Inc. Superfund Site).
10. The term "owner" shall mean those persons who now own or owned all or part of the 12.13-acre facility (i.e., the Globe-Union Inc. Superfund Site).
11. The term "person" shall mean an individual, firm, corporation, association, partnership, consortium, joint venture, commercial entity, United States Government, State, municipality, commission, political subdivision of a State, or any interstate body.

12. The term “Plant” shall mean the real property described on the enclosed map (See Enclosure 5) as parcels 26241500010010000 and 6504152451010000 and all improvements on those parcels.
13. The term “property interest” shall mean any interest in property including, but not limited to, any ownership interest, an easement, a deed, a lease, a mining claim, any interest in the rental of property, any interest in a corporation that owns or rents or owned or rented property, and any interest as either the trustee or beneficiary of a trust that owns or rents, or owned or rented property.
14. The term “release” has the same definition as that contained in Section 101(22) of CERCLA, 42 U.S.C. § 9601(22), and includes any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment, including the abandonment or discharging of barrels, containers, and other closed receptacles containing any hazardous substance or pollutant or contaminant.
15. The term “Site” shall mean the Globe-Union Inc. Superfund Site which includes a former battery manufacturing plant and two parcels totaling approximately 12.13 acres located at and near 1111 S. Shiloh Road in Garland, Dallas County, Texas. The Site also includes the areal extent of contamination, including contamination that extends off of these parcels and into nearby creeks that are downgradient from the plant area.
16. The term “solid waste” shall have the same definition as that contained in Section 1004(27) of RCRA, 42 U.S.C. § 6903(27), and 40 CFR Part 261.
17. The term “you” or “your” or “Respondent” or “you” shall mean the addressee of this Information Request, including the addressee's officers, managers, employees, contractors, tastes, partner, successors and agents.
18. The term “transporter” shall mean persons who took material (*see* definition) to the Plant, which may have contained concentrations of lead including lead compounds.

ENCLOSURE 3

GLOBE-UNION INC. SUPERFUND SITE GARLAND, DALLAS COUNTY, TEXAS

INFORMATION REQUEST

QUESTIONS, INFORMATION AND DOCUMENTS REQUESTED

Please identify (*see* Definition) and provide copies of all documents (*see* Definition) consulted, examined, or referred to in the preparation of the answers to the above questions including all subparts of each question, or that contain information responsive to the question.

1. Provide a copy of the stock and asset purchase agreement that closed on or about April 30, 2019, wherein Brookfield Business Partner L.P. acquired Johnson Controls, Inc.'s Power Solutions Business, which refers to Johnson Controls, Inc.'s former automotive battery business.
2. Identify and describe the corporate relationship between Johnson Controls, Inc. and Globe-Union Inc. (incorporated in Delaware in 1928), and any assumption of its liabilities. Describe the corporate history and provide any and all corporate records supporting this history.
3. Provide a copy of the deed conveying current Dallas County Parcel 65041524510100000 from Emporia Building Company, Inc. (or other entity) to Globe-Union Inc. sometime prior to October 10, 1978.
4. Provide a copy of the Private Track Agreement dated August 29, 1955, between Globe-Union Inc. and Missouri-Kansas-Texas Railroad Company of Texas.
5. Identify (*see* Definition) and provide a copy of all documents (*see* Definition) describing Respondent's past and present document retention policies.
6. Identify (*see* Definition) and provide copies of all documents (*see* Definition) that mention the use or disposal of lead at or near the Plant (*see* Definition) created during the period from 1955 to 1998 or that were created later but pertain to that time period. "Near" as used here means within 100 feet of the Plant boundary. If you believe that the number of documents that are responsive will exceed 500, please contact Mr. Talton by email at talton.chuck@epa.gov and provide a brief explanation; then, wait until you hear from Mr. Talton before you proceed.
7. Identify (*see* Definition) and provide copies of all documents (*see* Definition) that mention the disposal of lead within five miles of the Plant (*see* Definition), but more than 100 feet away, which were created during the period from 1955 to 1998 or that were created later but pertain to that time period. If you believe that the number of documents that are responsive will exceed 500, please contact Mr. Talton by email at talton.chuck@epa.gov, and provide a brief explanation; then, wait until you hear from Mr. Talton before you proceed.
8. Identify (*see* Definition) all transporters (*see* Definition) from 1955 through 1998.

9. Describe how all (see Definition) transporters' (see Definition) vehicles (e.g., trucks, railroad cars) and materials were unloaded at the Plant (see Definition) during the period from 1956 through 1974.
10. Describe how transporters' vehicles and materials (see Definition) were unloaded at the Plant (see Definition) from 1975 through 1998 and provide a timeline.
11. In 1960 and 1962, Globe-Union Inc. conveyed Parcel 65041524510100000 to Emporia Building Company, Inc. through two separate transactions. A portion of this property (adjoining the Plant at the time) was leased to Western Lead Products Co., in 1962 and to Quemetco, Inc., in 1970. The lease for Western Lead Products indicates the "premises shall be used for the manufacture and production of lead oxide" (See Enclosure 5). Provide the following:
 - a. Provide any and all documentation related to Q Acquisition Corporation; Western Lead Products Co.; Emporia Building Company, Inc.; Quemetco, Inc. (DE-1928); Quemetco, Inc. (CA-1947); and Q & R Liquidating Corporation.
 - b. Describe Globe-Union Inc.'s relationship with each of the following: Q Acquisition Corporation; Western Lead Products Co.; Emporia Building Company, Inc.; Quemetco, Inc. (DE-1928); Quemetco, Inc. (CA-1947); and Q & R Liquidating Corporation
12. Describe any (see Definition) lead oxide production and associated production processes, including, but not limited to, waste streams, at the Plant (see Definition) and provide a timeline.
13. Describe the disposal operations involving lead oxide at the Plant (*see* Definition) and provide a timeline.
 - a. Describe all disposal operations, including, but not limited to waste streams from plant operations.
 - b. Identify (see Definition) all Persons (see Definition), who had knowledge of operations on the Plant (see Definition), including manufacturing and disposal.
14. Describe any (see Definition) baghouses that were at the Plant and provide the dates that they were constructed.
15. Describe baghouse maintenance for any (see Definition) Plant (see definition) baghouses. Identify (see Definition) and provide copies of any (see Definition) baghouse maintenance schedules.
16. Describe what happened to the dust trapped by any (*see* Definition) baghouses for all timeframes of operations at the Plant, including:
 - a. early operations by Globe-Union Inc. from 1955-1978; operations by Johnson Controls, Inc. from 1978-1980 to 1990; operations by Globe-Union Inc., f/k/a Johnson-Globe Inc. from 1978-1980; and operations by Clarios, LLC, f/k/a Johnson Controls Battery Group, Inc. from 1990-1998.

17. Describe what happened to lead sulfate sludge at the Plant prior to 1981 including:
 - a. early operations by Globe-Union Inc. from 1955-1978; operations by Johnson Controls, Inc. from 1978-1980; and operations by Globe-Union Inc., f/k/a Johnson-Globe Inc. from 1978-1980.
18. Describe how lead sulfate sludge from the Plant (see Definition) was disposed of during operations by Globe-Union Inc. from 1955-1978; operations by Johnson Controls, Inc. from 1978-1980 to 1990; operations by Globe-Union Inc., f/k/a Johnson-Globe Inc. from 1978-1980; and operations by Clarios, LLC, f/k/a Johnson Controls Battery Group, Inc. from 1990-1998.
 - a. Describe the wastewater streams at the Plant (see Definition) and describe how wastewater streams were neutralized. In your description, include the following information: What process streams were neutralized and how was the pH monitored/controlled upstream of sanitary sewer release?
 - b. Were acidic wastewater streams (pH below 7.0) ever released into the sanitary sewer (acidic streams could contain higher levels of dissolved lead)?
19. Provide the following information regarding recovery of lead at the Plant:
 - a. Was a smelter ever located at the Plant?
 - b. What types of lead waste were collected and shipped off-site to a smelter for recovery?
 - c. Were recovered lead products from secondary smelters returned to the Plant?
20. Describe all operations at the Plant (see Definition), including manufacturing and disposal, involving significant amounts (see “transporter” Definition) of material (see Definition) which may have contained substantial concentrations of lead (see “transporter” Definition) including lead compounds. Include a timeline.
21. Identify (see Definitions) and provide copies of environmental regulatory records pertaining to operations of the Plant (see Definition) from the City of Garland, TACB, and the Texas Commission on Environmental Quality (or any predecessor regulating authorities).
22. Please Identify (*see* Definition) any Persons (*see* definition) with knowledge of the operations that caused soil lead contamination in the areas around the Plant (*see* Definition), and describe the operations that caused the soil lead contamination, including, but not limited to, the extensive cleanup described in Clarios’s July 21, 2020 response to EPA. Please provide copies of any related documents.
23. Please provide any and all documents and records related to the extensive cleanup by Johnson Controls Battery Group described in Clarios’s July 21, 2020 response to EPA.

ENCLOSURE 4

**GLOBE-UNION INC. SUPERFUND SITE
GARLAND, DALLAS COUNTY, TEXAS**

INFORMATION REQUEST

COMPANIES RECEIVING 104(E) INFORMATION REQUEST LETTERS

Johnson Controls, Inc.
c/o Benjamin Grawe
DeWitt LLP
2 East Mifflin Street, Suite 600
Madison, Wisconsin 53703

Chase A. Horne
cah@dewittllp.com

Clarios, LLC
c/o Benjamin Grawe
DeWitt LLP
2 East Mifflin Street, Suite 600
Madison, Wisconsin 53703

Chase A. Horne
cah@dewittllp.com

**COMPANIES THAT RECEIVED 104(E) INFORMATION REQUEST LETTERS DATED
MAY 22, 2020**

Johnson Controls, Inc.
C T Corporation System
Registered Agent
301 S. Bedford Street, Suite 1
Madison, Wisconsin 53703

cc: Johnson Controls, Inc.
5757 N. Green Bay Ave
Milwaukee, Wisconsin 53209

Realm Management LLC
Danny Ralhan
Registered Agent
1301 S. Shiloh Road
Garland, Texas 75042

cc: Danny Ralhan and Sona Ralhan
5909 Shorefront Lane
Flower Mound, Texas 75022

Clarios, LLC
C T Corporation System
Registered Agent
301 S. Bedford Street, Suite 1
Madison, Wisconsin 53703

cc: Clarios, LLC
5757 N. Green Bay Ave
Milwaukee, Wisconsin 53209

ENCLOSURE 5

**GLOBE-UNION INC. SUPERFUND SITE
GARLAND, DALLAS COUNTY, TEXAS**

INFORMATION REQUEST

GLOBE-UNION PARCEL MAP/WARRANTY DEED & LEASES

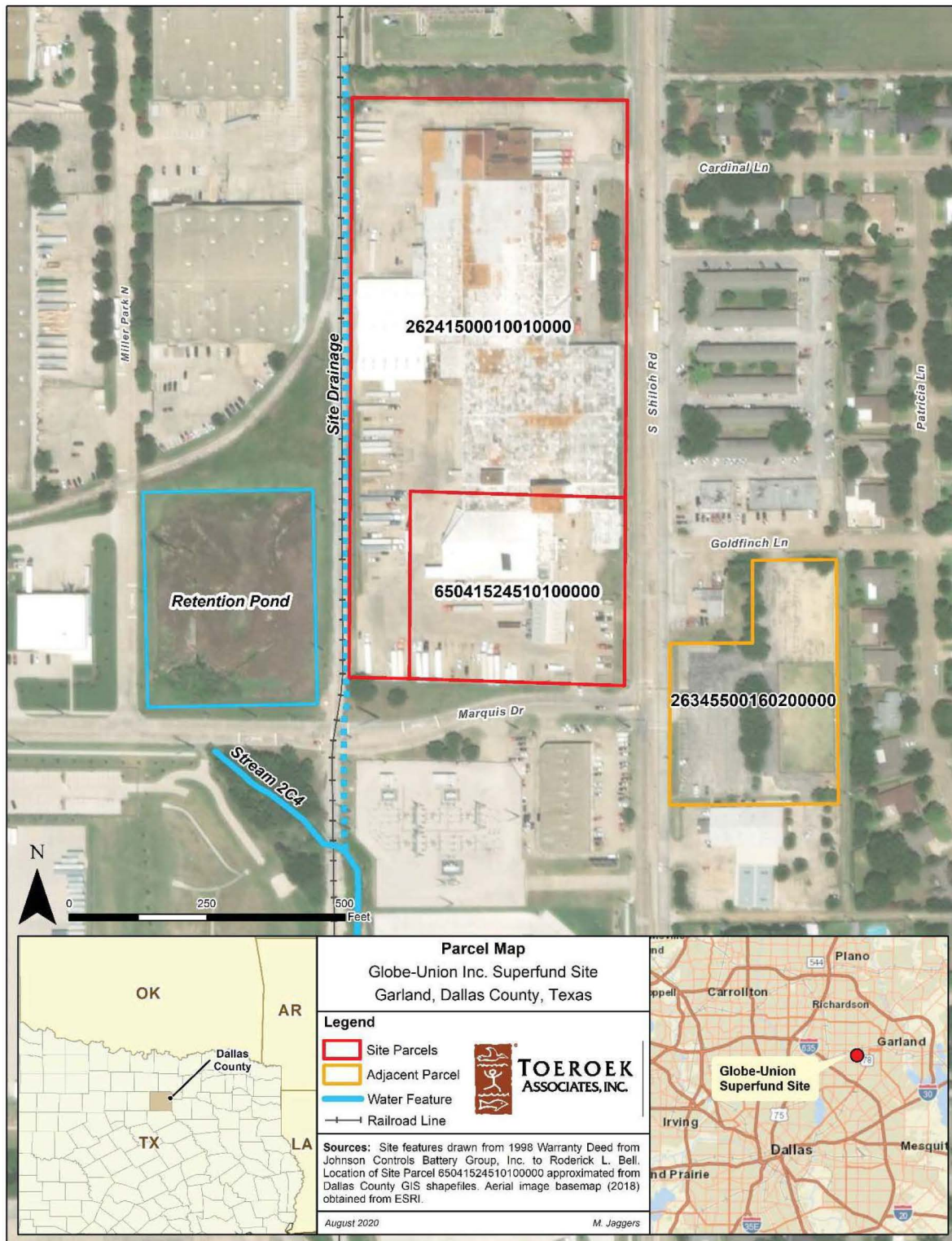


Figure 1: Globe-Union Inc. Superfund Site Parcel Map

STATE OF TEXAS
COUNTY OF DALLAS

BEFORE ME, the undersigned authority, a Notary Public in and for the State and County aforesaid, on this day personally appeared E. P. Orts, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 10TH day of March 1960.



E. P. Orts
Notary Public, Dallas County, Texas.

Filed for Record on the 1 day of April A. D. 1960 at 2:01 o'clock P. M.
Duly Recorded this the 7 day of April A. D. 1960 at 2:01 o'clock P. M.
Instrument No. 59716 ED. H. STEGER, County Clerk
Dallas County, Texas
By *Edward H. Steger* Deputy

59717..\$1.50

CERTIFICATE OF RESOLUTION OF
EXECUTIVE COMMITTEE OF
BOARD OF DIRECTORS
OF
GLOBE-UNION INC.

The undersigned, Wm. M. Wanvig, Secretary of Globe-Union Inc., a Delaware corporation, does hereby certify that the following is a true and correct copy of a Resolution duly adopted by the Executive Committee of the Board of Directors of the corporation at a regular meeting of said Executive Committee held on March 7, 1960:

RESOLVED, that the proper officers of this corporation be, and they are hereby, authorized and directed to sell and convey to Emporia Building Company, Inc., certain real estate of this Corporation situate in Dallas County, State of Texas and more particularly described in a survey by Pete R. Montgomery, Registered Public Surveyor, dated December 21, 1959, for a price of Ten Thousand Dollars (\$10,000.00), and they are further authorized and directed to execute and deliver any and all documents required in connection with the sale and conveyance of such property.

The undersigned further certifies that 6 members of the Executive Committee, constituting more than a quorum thereof, were present at said meeting, and all of said members voted in favor of said Resolution and none against.

The undersigned further certifies that the above Resolution is in full force and effect and has not been amended

or rescinded.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the corporation, this 28th day of MARCH, 1960.



Wm. M. Wanvig
Wm. M. Wanvig, Secretary
Globe-Union Inc.

STATE OF WISCONSIN }
COUNTY OF MILWAUKEE } SS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Wm. M. Wanvig, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Globe-Union Inc., a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 28th day of March, A.D., 1960.

Margaret LaBudde
Notary Public in and for Milwaukee
County, Wisconsin
My commission expires: 1/7/62

State of Wisconsin, County of Milwaukee, } ss.
Office of the Clerk of the Circuit Court

No. 94541

I, the undersigned, Clerk of the Circuit Court of the County of Milwaukee, in the State of Wisconsin, (said Court being a Court of Record and having common law jurisdiction, a clerk and a seal), do hereby certify that

Margaret LaBudde, Esquire, whose name appears subscribed to the annexed instrument, was at the date thereof a Notary Public within and for said State, residing in said County, duly appointed and qualified, and empowered by the laws of said State to administer oaths, take depositions and acknowledgments of deeds, and perform such other duties as by the law of nations, or according to commercial usage, may be performed by a Notaries Public, and that to his acts and attestations as such, full faith and credit is and ought to be given in Court and out. I further certify that I am well acquainted with the signature and handwriting of the aforesaid Notary Public, and I verily believe said signature, purporting to be his, is genuine, and that the seal hereto attached is a correct impression of his official seal.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Court at Milwaukee, in said County, this 29th day of March, 1960.

FRANCIS X. McCORMACK

BY [Signature]
CHIEF DEPUTY CLERK

Fee 50c Paid.

Filed for Record on the 1 day of April, A.D. 1960, at 2:01 o'clock P.M.
Duly Recorded this the 7 day of April, A.D. 1960, at o'clock .M.
Instrument No. 59717 ED. H. STEGER, County Clerk
Dallas County, Texas

By [Signature] Deputy

WARRANTY DEED

THE STATE OF TEXAS } 59718..\$2.25
COUNTY OF DALLAS } KNOW ALL MEN BY THESE PRESENTS:

That GLOBE-UNION INC., a Corporation, duly organized and existing under the Laws of the State of Delaware, and duly licensed to do business in the State of Texas, for and in consideration of the sum of TEN and 00/100 Dollars (\$10.00), and other good and valuable consideration, cash to it in hand paid by EMPORIA BUILDING COMPANY, INC., a Corporation, duly organized and existing under the Laws of the State of Kansas, and duly licensed to do business in the State of Texas, the receipt of which is hereby acknowledged, has Granted, Sold and Conveyed, and by these presents does Grant, Sell and Convey, unto the said Emporia Building Company, Inc., all that certain lot, tract, or parcel of land situated in the County of Dallas, State of Texas, described as follows:



The following described tract out of the Benjamin Dye Survey, Abstract No. 415, Dallas County Texas, and probably in City of Garland Texas, and described more particularly as follows: Beginning 2896.0 feet chained Southerly along the center line of Shiloh Road from the North line of said Dye Survey, and North 88° 18' 50" West, a distance of 40.0 feet, a rod found for corner, the place of beginning, and said point being the Southeast corner of a tract conveyed to Globe-Union Inc. by Temco Aircraft Corp. on 4-13-55 and filed 4-18-55 in Vol. 3635, Pg. 565 of Deed Records of Dallas County Texas; and said point also being North 0° 18' East, a distance of 60.0 feet from a pipe found for corner; the South East corner of a tract conveyed to Luscombe Aircraft Corp. in Vol. 2536, Pg. 149 of Deed Records of Dallas County Texas, and said point of beginning being 40.0 feet Westerly of the center line of Shiloh Road, a 60 feet wide road; thence North 88° 18' 50" West, and 60.0 feet Northerly of and parallel to old fence and hedge on South line of said tract described in Vol. 2536, Pg. 149 of said Deed Records, a distance of 400.0 feet to a rod for corner; thence North 0° 18' East, and parallel to the West line of Shiloh Road, a distance of 160.0 feet to a rod for corner; thence South 88° 18' 50" East, and parallel to the South line of said Globe-Union tract and also said tract described in Vol. 2536, Pg. 149 of said Deed Records, a distance of 400.0 feet to a rod for corner in the said

West line of Shiloh Road; thence South 0° 18' West, and with the said West line of Shiloh Road, a distance of 160.0 feet to the place of beginning and containing 63,981 square feet of land.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances there- to in anywise belonging unto the said Emporia Building Company, Inc., its successors and assigns forever, and the said Globe- Union Inc. does hereby bind itself, its successors and assigns, to Warrant and Forever Defend, all and singular the said prem- ises unto the said Emporia Building Company, Inc., its succes- sors and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

IN WITNESS WHEREOF, the said Corporation has caused these presents to be signed by its duly authorized officers and to be sealed with the Seal of the Corporation, at Milwaukee, Wisconsin, this 29th day of March, A.D., 1960.

GLOBE-UNION INC.

Attest:

Wm. M. Manvig
Wm. M. Manvig, Secretary

By

R. W. Conway
R. W. Conway, Vice-President

(Corporate Seal)

(STATE OF WISCONSIN)
COUNTY OF MILWAUKEE } SS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared R. W. Conway, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknow- ledged to me that the same was the act of the said Globe-Union Inc., a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 29th day of March, A.D., 1960.

Margaret LaBudde
Margaret LaBudde
Notary Public in and for Milwaukee
County, Wisconsin
My commission expires January 7, 1962.

State of Wisconsin, County of Milwaukee, } ss.
Office of the Clerk of the Circuit Court

No. 94542

I, the undersigned, Clerk of the Circuit Court of the County of Milwaukee, in the State of Wisconsin, (said Court being a Court of Record and having common law juris-

dition, a clerk and a seal), do hereby certify that Margaret LaBudde Esquire, whose name appears subscribed to the annexed instrument, was at the date thereof a Notary Public within and for said State, residing in said County, duly appointed and qualified, and empowered by the laws of said State to administer oaths, take depositions and acknowledgments of deeds, and perform such other duties as by the law of nations, or according to ceremonial usage, may be performed by Notaries Public, and that to his acts and attestations as such, full faith and credit is and ought to be given in Court and out. I further certify that I am well acquainted with the signature and handwriting of the aforesaid Notary Public, and I verily believe said signature, purporting to be his, is genuine, and that the seal hereto attached is a correct impression of his official seal.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Court at Milwaukee,

in said County, this 29th day of March, 1960

Fee 50c Paid.

FRANCIS J. McCORMACK

Francis J. McCormack
CHIEF DEPUTY CLERK

LEASE

DEED RECORD

23.50

50-2-7) 110704 670-15

THIS AGREEMENT made this 27th day of July,

1962, by and between EMPORIA BUILDING COMPANY, INC., a Kansas corporation authorized to transact business in the State of Texas, as Lessor (herein called "Lessor"), and WESTERN LEAD PRODUCTS CO., a California corporation authorized to transact business in the State of Texas, as Lessee (herein called "Lessee");

W I T N E S S E T H :

For and in consideration of the rental herein reserved and their mutual covenants herein contained, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the land located on Shiloh Road, in the City of Garland, County of Dallas, State of Texas, which is outlined in red on the survey attached as Exhibit A hereto and which is fully described in Exhibit B attached hereto, both of which exhibits are hereby made a part of this lease, together with the building and other improvements thereon, (said land being herein called the "Premises")

TO HAVE AND TO HOLD the Premises for a term commencing on August 1, 1962, and ending July 31, 1977, unless sooner terminated as hereinafter provided, and on the following terms and conditions, to-wit:

(1) Acceptance of Premises. Lessee's taking possession of the Premises shall be conclusive evidence that Lessee accepts them as being in good and satisfactory condition and in accordance with the plans and specifications heretofore agreed upon, except for latent defects

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not discoverable by ordinary inspection.

(2) Rental. Lessee shall pay an annual rental for the Premises equal to ten per cent (10%) of the sum of (a) Lessor's cost of the land described on Exhibit A hereto, which cost shall be deemed to be Ten Thousand Dollars (\$10,000), and (b) Lessor's cost, as determined by Lessor's architect, of the building and other improvements constructed thereon by Lessor; provided, however, that in no event shall the annual rental exceed Fifteen Thousand Dollars (\$15,000). Within a reasonable time after occupancy by Lessee, Lessor shall furnish Lessee with a certificate of Lessor's architect setting forth the aggregate cost thereof (including land) with a breakdown of such aggregate cost in reasonable detail. Prior to Lessee's receipt of such certificate rental shall be paid on the basis of Fifteen Thousand Dollars (\$15,000) per year, and if the certificate of Landlord's architect shall disclose an aggregate cost which results in a lesser annual rental, the next succeeding monthly rental installment shall be reduced by the amount of the overpayments theretofore made. Rental shall be payable starting on August 1, 1962, without demand therefor and without setoff or deduction, in equal monthly installments, in advance, on the first day of each month. Rental shall be payable in legal tender of the United States of America at the address to which notices are from time to time to be sent to Lessor.

(3) Use. The Premises shall be used for the following:

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- (a) manufacture and production of lead oxide;
- (b) manufacture of lubricants, thread dopes and anti-seize compounds; and
- (c) warehousing and office purposes normally incidental to said operations.

The Premises shall not be used for any other purpose without Lessor's prior written consent.

(4) Taxes and Assessments. Lessee agrees to pay when due, as additional rental, all ad valorem taxes (including city, county and school district taxes) and all other real and personal property taxes and all assessments, general and special, levied or assessed during the demised term against the land, building and other improvements from time to time comprising the Premises and Lessee's machinery, equipment, fixtures and other property therein. Nothing herein contained shall prevent or prohibit Lessee or Lessor from protesting the validity or amount of any levy or assessment against the Premises or from taking such action as may be required or permitted by law for enforcing and effecting such protest. In the case of only a portion of a calendar year being included in the term hereof, Lessee shall pay that proportion of the total taxes for such calendar year which the number of days included in the term bears to 365.

(5) Fire and Casualty Insurance. Lessee shall purchase and, as additional rental, pay the premiums for insurance covering the Premises against loss or damage by fire and all other hazards now or at any time hereafter

insurable by endorsement to standard fire insurance policies, in an amount equal to the full insurable value of the Premises on a replacement cost basis without deduction for depreciation. Lessee hereby waives any and all rights of recovery which it may have against Lessor for any loss which is covered by any insurance carried by Lessee pursuant to this paragraph; provided, however, that such waiver shall be effective only to the extent of the proceeds of such insurance received by reason of such loss. Lessee shall also purchase and maintain plate glass insurance (and, if required at any time by reason of the installation or maintenance of any boiler, boiler explosion insurance) on the Premises in the maximum insurable amount. All insurance policies required by this paragraph and by paragraph (7) hereof shall (a) be written by one or more insurance companies licensed to do business in the State of Texas and approved by Lessor, (b) include Lessor and any mortgagee of the Premises as additional insureds, as their respective interests may appear, (c) require the insurer to give ten (10) days advance notice of any cancellation thereof, and (d) where not otherwise specified, be in such amounts and with such limits as may be reasonably requested by Lessor. Lessee shall furnish to Lessor either the originals or memoranda or certificates, whichever Lessor shall require, of all insurance policies required by this paragraph and by paragraph (7) hereof, and, if requested by Lessor, evidence from time to time that all required premiums have been paid thereon.

(6) Liability and other Insurance. Lessee shall

purchase and, as additional rental, pay the premiums for public liability insurance, insuring Lessee and Lessor against claims for damages because of or resulting from any injury to property or person, or loss of life, sustained in, on or about the Premises, with limits of at least Twenty-five Thousand Dollars (\$25,000) for property damage, One Hundred Thousand Dollars (\$100,000) for injury to or death of any one person, and Three Hundred Thousand Dollars (\$300,000) for injuries or deaths arising out of or resulting from any one accident. Lessee shall also purchase and, as additional rental, pay the premiums for other types of insurance from time to time during the term of this lease customarily carried by other tenants of like properties.

(7) Utilities, Licenses, Fees. Lessee agrees to pay when due, as additional rental, all charges and costs for water, gas, heat, air conditioning, if any, electricity, telephone and other utilities or services from time to time furnished to or consumed in or upon the Premises including any sewerage taxes or charges, and also to acquire and pay for all permits or licenses which may be required for Lessee's business, and to pay when due all occupation taxes and any other charges levied against the Premises of a similar nature.

(8) Repairs and Maintenance. Lessee shall, at its sole expense, maintain the entire Premises (and adjacent public sidewalks, if any) in a good and first class condition and shall make any and all needed repairs and replacements thereto, including, but not limited to, all repairs and replacements (both interior and exterior, structural

and non-structural) which may be necessary from time to time to the building and other improvements thereon and the wiring, plumbing, heating, air conditioning and other equipment of all types therein and all other fixtures and installations in or about the Premises. Lessee shall be permitted to use and expend in connection therewith insurance proceeds payable to Lessor by reason of any damage or destruction to the items to be repaired or replaced, with any excess funds required to complete such repairs or rebuilding to be paid by Lessee. Lessee shall also, at its sole expense, maintain the driveways, sidewalks, parking areas, lawns, landscaping and any and all other facilities located on the Premises and the appurtenances thereto in a good and first class condition, make any and all needed repairs thereto and replacements thereof, and adequately light, police and maintain the driveways, sidewalks and parking areas on the Premises and keep the same free from snow, ice, rubbish and other obstructions and in a clean and healthy condition.

(9) Other Charges and Expenses. As it is intended that this lease is to provide Lessor with a net return in the amount of the rentals provided for in paragraph (2) above, Lessee shall, in addition to the obligations expressly imposed upon it by the other provisions of this lease, pay any and all other charges, costs and expenses arising out of or relating to its use and occupancy of the Premises or the operation of its business thereon.

(10) Lessee's Machinery, Equipment and Fixtures. Lessee may, at its sole expense, furnish, install and

maintain in the Premises such machinery, equipment and fixtures as it deems necessary for the conduct of its business. Lessee shall not place any signs on the exterior portions of or outside the Building without first obtaining Lessor's written approval, and in the event such approval is given, Lessee shall hold Lessor harmless from all liability, loss, cost or expense on account of the erection or maintenance thereof. All machinery, equipment and fixtures installed by Lessee in or about the Premises may, and upon Lessor's request shall, be removed by Lessee upon the termination of this lease, provided that Lessee has complied with all the terms hereof and provided further that Lessee shall repair any and all damage to the Premises caused by such removal.

(11) Alterations. Lessee may from time to time make, at its sole expense, such alterations and improvements to the Premises as it deems necessary for the conduct of its business; provided that any alterations involving any exterior or structural portions of the Premises shall require the prior written approval of Lessor. Lessee shall first obtain, at its expense, all necessary permits from governmental authorities. Lessee shall indemnify and hold Lessor harmless from and against any mechanics' or other liens or claims in connection with the making of any alterations, improvements, or repairs. All alterations, improvements and repairs shall remain upon the Premises at the termination of this lease and shall be the property of Lessor.

(12) Assignment and Sublease. Lessee shall not permit the Premises to be occupied, in whole or in part,

by any other party, and shall not sublet the Premises, or any part thereof, or assign, pledge or encumber this lease without in each case the prior written consent of Lessor. Notwithstanding Lessor's consent to any of the foregoing, Lessee shall remain liable to Lessor for the payment of the rental and performance of all other obligations of Lessee hereunder for the balance of the term hereof.

(13) Compliance with Law. Lessee's use of the Premises shall at all times comply with and conform to any and all laws, ordinances, rules, regulations of the federal, state, county and municipal governments having jurisdiction over the Premises and of each duly constituted governmental board, commission, and other subdivision or agency thereof, and all directions of public officers, and all rules and regulations of the applicable fire insurance rating bureau and board of fire underwriters.

(14) Indemnity. Lessee agrees to protect and hold Lessor harmless and indemnified from and against any and all claims, demands, damages, suits, actions, judgments, decrees, orders and expenses, arising out of or on account of any damage or injuries, including wrongful death, sustained or claimed to have been sustained to any person or property in or upon the Premises or adjacent public sidewalks, if any, and caused by any person whatsoever, unless the same shall be caused by the wilful or negligent conduct of Lessor. Lessee agrees to defend any action or proceeding brought against Lessor by reason of any of the aforementioned causes on receiving written notice thereof from Lessor.

Lessor shall not be liable, and Lessee waives all claims, for damage to person or property sustained by the Lessee, its employees or agents, resulting from the condition of the Premises, the building or other improvements thereon or any appurtenances thereto, or resulting from any accident on or about the Premises, however caused, excepting only such damage or injury as may result from the wilful or negligent conduct of Lessor.

(15) Lessor's Right of Access. Lessee shall permit Lessor, its agents and representatives, to have free access to the Premises at all reasonable times to examine and inspect the condition thereof, and to exercise any right or power reserved to Lessor under the terms of this lease.

(16) Damage or Destruction of Premises. (A) In the event the building on the Premises shall be partially or totally damaged or destroyed by fire or other elements it shall be repaired or rebuilt as quickly as is practicable, by and at the sole expense of Lessee, with facilities, architecture, quality and capacity comparable to the building originally constructed by Lessor. Lessee shall be permitted to use and expend in connection therewith insurance proceeds payable to Lessor by reason of such damage or destruction, with any excess funds required to complete such repair or rebuilding to be paid by Lessee. Lessee shall promptly undertake the necessary work and shall pursue the same with all reasonable dispatch, in a manner consistent with sound construction methods; but Lessee shall not be liable for any delays in or interruptions to such reconstruction or

repair occasioned by strikes, acts of God, national emergency, governmental regulations, inability to procure labor or materials or any other causes or causes beyond Lessee's control. Notwithstanding any partial or total damage or destruction of the Premises, the full rental payable by Lessee hereunder shall continue unabated unless this lease shall be terminated as provided in the following subparagraph (B).

(B) Notwithstanding any provision of this paragraph (16) or any other provision of this lease, in the event the building on the Premises is damaged or destroyed during the last three (3) years of the demised term so as to require an expenditure for the repair or rebuilding thereof of a sum in excess of fifty per cent (50%) of the replacement value, without deduction for depreciation, of the Premises immediately prior to the loss, Lessor may, at its option, give written notice to Lessee within fifteen (15) days of such damage or destruction of Lessor's election to terminate this lease as of the date of such damage or destruction, and thereupon Lessee shall not be required or permitted to repair or rebuild, and all insurance proceeds paid by reason of said damage or destruction shall be retained by and be the sole property of Lessor.

(17) Condemnation. If during the term of this lease all or substantially all of the Premises shall be taken by any public authority under its powers of condemnation, this lease shall terminate as of the date possession shall be taken by the acquiring authority, and all rents and other charges payable hereunder shall be apportioned accordingly.

If only such part of the Premises shall be taken as shall not prevent Lessee from continuing its normal business operations in the remainder thereof, then, to the extent of any award or compensation paid pursuant thereto, Lessee shall without delay restore and rebuild the same as mutually agreed upon, rendering the surplus, if any, to Lessor. In the event of a termination of this lease pursuant to a taking by condemnation Lessee shall be permitted to remove from the Premises all machinery, equipment and fixtures installed in the Premises and owned by the Lessee. In the event any of Lessee's machinery, equipment and fixtures are acquired by the taking authority pursuant to said proceedings, then Lessee shall be entitled to that part of the total condemnation award or compensation for the taking which is attributable thereto. Except as hereinabove expressly provided, no part of any condemnation award or compensation, whether for the whole or a part of the Premises, shall belong to Lessee. In the event that this lease is terminated as hereinabove provided, Lessee shall not have any claim against Lessor for the value of the unexpired term hereof.

(18) Lessor's Right to Make Certain Payments.

In the event Lessee shall fail to pay for the utilities consumed on the Premises, or to pay any of the taxes and assessments levied against the Premises, or to purchase and maintain the insurance required hereunder, or to maintain, repair and replace the Premises as herein required, Lessor may, at its option (and without prejudice to its rights under paragraph (19) hereof by reason of such failure

by Lessee) perform such obligations and covenants of Lessee, and the amounts so expended by Lessor shall become due and payable with the next monthly installment of rental and shall bear interest at the rate of six per cent (6%) per annum from the time expended by Lessor until paid by Lessee.

(19) Default. If (a) default be made in the payment of the rental or any additional rental payable hereunder by Lessee and such default shall continue for ten (10) days after written notice thereof shall have been given to Lessee, or (b) default be made in the performance or observance of any of the other covenants or conditions herein contained on the part of Lessee and such default shall continue for thirty (30) days after written notice thereof shall have been given to Lessee (or, if such default is not of a type that can reasonably be corrected within thirty (30) days, then if Lessee fails to commence promptly and in good faith and to proceed with due diligence to correct such default), or (c) if this lease shall by act of Lessee devolve or pass to any party other than Lessee, except with the prior written consent of Lessor, then and in any of the above-described events Lessor may elect, without notice, to terminate this lease and declare the term ended, to re-enter the Premises or any part thereof, to expel and remove Lessee or any person or persons occupying the same, and again to repossess and enjoy the Premises. The foregoing rights of Lessor shall be without prejudice to any remedies which might otherwise be used for arrears of or future accruing rent or other breach of covenants. No such entry,

expulsion or removal, whether by direct act of Lessor or through legal proceedings, shall affect the liability of Lessee for the past due rent and future rent to accrue under this lease. In any of such events, Lessor is hereby authorized to re-let the Premises in whole or in part to such party or parties and upon such terms as Lessor may deem best, and to that end Lessor is further authorized, at its option and at the expense of Lessee, to clean and repair the Premises and to redecorate and remodel them (including, but not limited to, work necessary to meet the requirements of the next tenant thereof) and, after paying the costs and expenses of so doing and the costs and expenses of re-letting, to apply the net proceeds thereof upon the rent and other charges herein reserved, Lessee hereby agreeing to pay any deficiency that may arise.

(20) Remedies not Exclusive. Any right or remedy conferred on Lessor or Lessee under this lease shall not be deemed to be exclusive of, or alternative to, any other right or remedy, but all such rights and remedies shall at all times be deemed to be cumulative. In addition thereto, Lessor and Lessee shall have each and every other right and remedy afforded it at law or in equity.

(21) Lessee's Bankruptcy, Insolvency, etc. In the event the Lessee shall at any time during the term hereof be under any law of the United States found or declared a bankrupt, or under the laws of any state be discharged from its debts as an insolvent debtor, or shall make a voluntary assignment of its property for the benefit

of its creditors, or suffer a receiver to be appointed over it or its property for a period of more than thirty (30) days, or if any interest in this lease be during the term hereof taken and sold on execution under any judgment adverse to the Lessee, or to which Lessee has consented, or if this lease or any interest herein be assigned or transferred by operation of law, then and in any such event the Lessee shall be considered in default hereunder and Lessor may take such action as is provided in paragraph (19) above for a default by Lessee, without the giving of any notice or demand to Lessee.

(22) No Waiver of Rights. The failure of Lessor or Lessee to insist upon strict performance of any of the terms, covenants and conditions herein contained shall not be deemed a waiver of any of its rights or remedies and shall not be deemed a waiver of any subsequent breach or default in any of said terms, covenants and conditions. No surrender of the Premises shall be effected by Lessor's acceptance of the keys thereto or acceptance of rent therefor or by any other means whatsoever unless the same be evidenced by Lessor's written acceptance of such as a surrender.

(23) Covenants of Title and Quiet Enjoyment. Lessor covenants that it has full right, title and authority to enter into this lease. So long as Lessee shall perform and observe all of the terms, covenants and conditions of this lease by it to be performed and observed, Lessee shall quietly and peaceably hold, possess and enjoy

the Premises for the purposes herein permitted, without any hindrance or molestation from Lessor or any person claiming through or under Lessor.

(24) Subordination. Lessee shall, at Lessor's request, execute and deliver an appropriate assignment of rentals in favor of any mortgagee holding a lien on the Premises. Lessee agrees that this lease and Lessee's interest herein shall be subject and subordinate to any and all mortgage liens now or hereafter affecting the Premises, whether placed thereon by Lessor or its successors or assigns; provided in each case that the mortgagee shall agree in writing that, notwithstanding the foreclosure of the mortgage, Lessee shall be entitled to the continued use and occupancy of the Premises so long as Lessee shall duly and punctually perform and observe all of its obligations under this lease. Lessee shall, upon request, execute any additional instruments which may be required of it by Lessor or any mortgagee to effect or confirm such subordination.

(25) Surrender of Premises. Lessee agrees, upon the termination of this lease by lapse of time, termination by Lessor, or otherwise, peaceably to surrender to Lessor the Premises including all alterations, improvements and repairs made thereto, (but excluding all machinery, equipment, fixtures and other personal property installed and owned by Lessee) in good condition and repair, except for acts of God, the effects of ordinary use and wear, and damage by fire or other casualty.

(26) Holding Over. If Lessee, with the consent

or acquiescence of Lessor, remains in possession of the Premises after the termination of this lease and without the execution of a new lease, Lessee shall be deemed to be occupying the Premises as a tenant from month to month, subject to all the applicable terms, conditions and covenants of this lease.

(27) Representations. Lessee affirms that Lessor and Lessor's agents have made no representations or promises with respect to the Premises or the making or entry into of this lease except as in this lease expressly set forth, and agrees that no claim or liability shall be asserted against Lessor for; and Lessor shall not be liable by reason of, breach of any representation or promise not expressly stated in this lease.

(28) Spur Track. Lessee shall have the right to use, in common with the Lessor and Globe-Union Inc., and their respective successors and assigns, the spur track shown on Exhibit A hereto; provided, however, that any use desired to be made of the spur track by Lessor or Globe-Union Inc., their respective successors and assigns, shall have priority over any use of the track by Lessee, and in the event any cars on the track being used or stored by Lessee interfere with the use of the track by Lessor, Globe-Union Inc., their respective successors and assigns, Lessee's cars may be moved or switched to permit immediate use of the track by any such aforesaid party, and Lessee shall pay to such party or the railroad company, as the case may be, the cost for such moving or switching. Lessee shall share

with the aforesaid parties on an equitable basis in proportion to their respective uses of the spur track all maintenance, repairs and other costs and expenses of any kind incurred by them in connection with the spur track or under any agreement with the railroad company relating thereto. It is hereby agreed that anything herein to the contrary notwithstanding all rights of Lessee with respect to said spur track are subject to the provisions of the Private Track Agreement, dated August 29, 1955, by and between Missouri-Kansas-Texas Railroad Company of Texas and Globe-Union Inc. and of any and all further agreements hereafter entered into relating to said spur track and amending, supplementing or replacing said Private Track Agreement, and Lessee agrees to be bound by all of the terms of such existing and further agreements. Lessee also agrees to indemnify and hold harmless Lessor, Globe-Union Inc., their respective successors and assigns, from loss, damage or injury to any person or property whatsoever occurring while on or about said spur track and caused by or arising out of any act or omission of Lessee, its employees or agents.

(29) Common Use Area. Lessee agrees that Lessor, Globe-Union Inc., their respective successors and assigns, shall have the right to use, in common with Lessee, the portion of the driveway and parking and loading area on the Premises outlined in green on the survey of the Premises attached as Exhibit A hereto for the purpose of pedestrian and vehicular ingress to and egress from (and vehicular loading in connection with) the adjacent premises now owned

and occupied by Globe-Union Inc., which are located north of the Premises.

(30) Miscellaneous.

(A) Effect of Captions. The captions preceding the paragraphs of this lease are inserted only as a matter of convenience and for reference and are not intended, and shall not be construed so as, to have any legal effect upon the interpretation of the terms and conditions of this lease.

(B) Notices. Whenever in this lease it shall be required or permitted that notice be given by either party to the other, such notice shall be given by certified or registered mail and shall be deemed to have been given on the date that the same is deposited in the United States mail, postage prepaid. Such notices shall be addressed to the Lessor at 900 East Keefe Avenue, Milwaukee, Wisconsin, and to the Lessee at 720 South Seventh Avenue, City of Industry, California, or at such other address as either party may from time to time specify in writing in lieu thereof. Each party hereto will promptly submit to the other a copy of any notice received from any third person affecting the rights of either party to this lease.

(C) Provisions Severable. If any provision of this lease shall be invalid, illegal or unenforceable under any law applicable thereto, such provision shall be deemed deleted from this lease without impairing or prejudicing the validity, legality and enforceability of the remaining provisions hereof.

(D) Benefit. This lease and all of the covenants

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and conditions herein contained shall be binding upon the parties hereto and their respective successors and assigns, but nothing herein contained shall be deemed to authorize an assignment of Lessee's interest under this lease except to the extent permitted by paragraph (12) hereof.

IN WITNESS WHEREOF, Lessor and Lessee have caused this instrument to be executed by their duly authorized officers and their respective corporate seals affixed the day and year first above written.

In Presence of:

EMPORIA BUILDING COMPANY, INC.

Geremias Jaglowski

By

W. M. Wanvig

President

Louise R. Lerha

Attest:

A. M. Wanvig

Secretary

(As to Lessor)

(CORPORATE SEAL)

WESTERN LEAD PRODUCTS CO.

By

Robert McInnell

President

Attest:

W. E. Anderson

Secretary

(As to Lessee)

(CORPORATE SEAL)

STATE OF WISCONSIN)
COUNTY OF MILWAUKEE) SS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared C. O. WANVIG, Jr. and W. M. WANVIG, known to me to be the persons and officers whose names are

subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Emporia Building Company, Inc., a Kansas corporation, and that they executed the same as the act of such corporation for the purposes and consideration therein expressed and in the respective capacities therein stated.

GIVEN UNDER MY HAND and seal of office this the
16th day of July, 1962.

[Notarial Seal]

John P. Hanson
Notary Public in and for
County, _____

My commission expires: _____

JOHN P. HANSON
Notary Public, State of Wisconsin
Permanent Commission

STATE OF California }
COUNTY OF Los Angeles } SS

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this day personally appeared Robert M. Quirell and W. P. Anderson, known to me to be the persons and officers whose names are subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Western Lead Products Co., a California corporation, and that they executed the same as the act of such corporation for the purposes and consideration therein expressed and in the respective capacities therein stated.

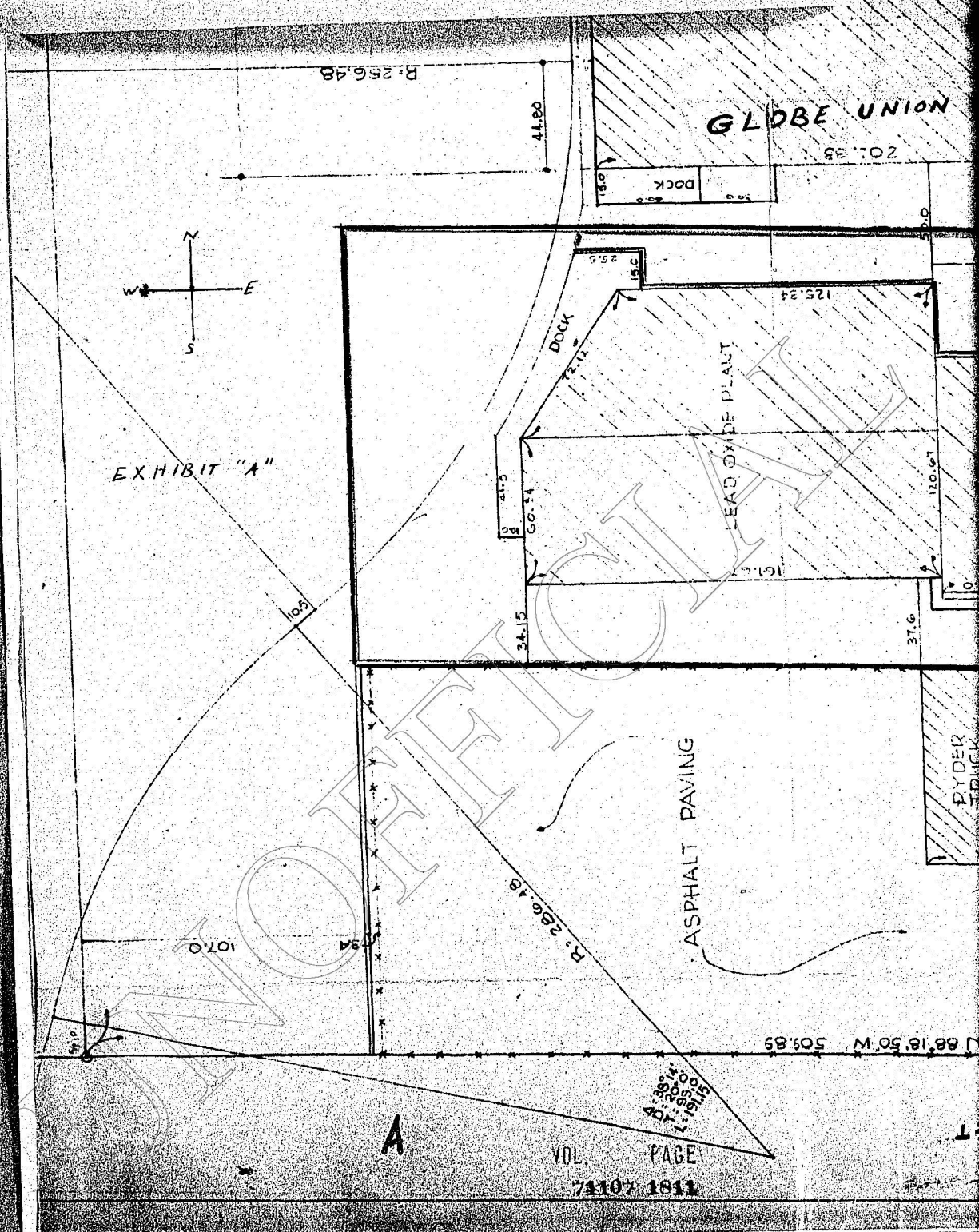
GIVEN UNDER MY HAND and seal of office this the
30 day of July, 1962.

Esther D. Herzberg
Notary Public in and for

Los Angeles County, _____

My commission expires: _____

ESTHER D. HERZBERG
MY COMMISSION EXPIRES JULY 5, 1964



118
PAGE

ASPHALT PAVING

LEAD OXIDE PLANT

S 018'W 319.16

DR. J. D. D. D.

~~SOD~~

N 89° 42' W 10.0

3078 NOINN 38079

DOCK

6

EXHIBIT B

Beginning at the northeast corner of a 63,981 square feet tract conveyed to Emporia Building Company Inc. by Globe-Union Inc. - dated 3-29-60 and filed 4-1-60 in Deed Records of Dallas County Texas and said point being 2736.0 feet southerly, chained or measured along the center line of Shiloh Road from the north line of said Dye Survey, and N 88 deg-18 min-50 sec W, a distance of 40.0 feet, a rod for corner in the west line of said Shiloh Road, and said place of beginning also being N 0 deg-18 min E, a distance of 160.0 feet from the southeast corner of a tract conveyed to Globe-Union Inc. by Temco Aircraft Corp. on 4-13-55 and filed 4-18-55 in Vol. 3635 Pg. 565 of Deed Records of Dallas County Texas; thence N 88 deg-18 min-50 sec and along the north line of said Emporia Building Co. Inc. tract, a distance of 400.0 feet to a rod set in concrete by iron post for corner; the northwest corner of said Emporia Building Co. Inc. tract; thence N 0 deg-18 min E, and parallel to the said west line of Shiloh Road, a distance of 180.0 feet to a rod for corner; thence S 88 deg-18 min-50 sec E, and parallel to the said north line of tract conveyed to Emporia Building Co. Inc. tract, a distance of 410.0 feet to a rod for corner in the said west line of Shiloh Road; thence S 0 deg-18 min W, and with said road line, a distance of 20.6 feet to a pipe found at a right angle offset in said west line of Shiloh Road; thence N 89 deg-42 min W, a distance of 10.0 feet to a pipe found; thence S 0 deg-18 min W, and continuing with west line of Shiloh Road, a distance of 159.16 feet to the place of beginning and containing 72,186 square feet of land.

FILED

1971 JUN 2 PM 12 29

Tom E. Ecker
COUNTY CLERK
DALLAS COUNTY TEXAS

*Mr Meredith M Brown
320 Park Ave
New York, N.Y. 10022*

STATE OF TEXAS

COUNTY OF DALLAS

I hereby certify that this instrument was filed on the
date and time stamped hereon by me and was duly re-
corded in the volume and page of the named records
of Dallas County, Texas as stamped hereon by me.

JUN 2 1971



Tom E. Ecker
COUNTY CLERK, Dallas County, Texas

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71107 1814

DEED RECORD

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned hereby assigns to Q ACQUISITION CORPORATION, a Delaware corporation, all of its rights and liabilities in and to that certain Lease Agreement dated July 27, 1962, by and between the undersigned and EMPORIA BUILDING COMPANY, INC., covering the following described real property:

Beginning at the northeast corner of a 63,981 square feet tract conveyed to Emporia Building Company Inc. by Globe-Union Inc. - dated 3-29-60 and filed 4-1-60 in Deed Records of Dallas County Texas and said point being 2736.0 feet southerly, chained or measured along the center line of Shiloh Road from the north line of said Dye Survey, and N 88 deg-18 min-50 sec W, a distance of 40.0 feet, a rod for corner in the west line of said Shiloh Road, and said place of beginning also being N 0 deg-18 min E, a distance of 160.0 feet from the southeast corner of a tract conveyed to Globe-Union Inc. by Temco Aircraft Corp. on 4-13-55 and filed 4-18-55 in Vo. 3635 Pg. 565 of Deed Records of Dallas County Texas; thence N 88 deg-18 min-50 sec and along the north line of said Emporia Building Co. Inc. tract, a distance of 400.0 feet to a rod set in concrete by iron post for corner; the northwest corner of said Emporia Building Co. Inc. tract; thence N 0 deg-18 min E, and parallel to the said west line of Shiloh Road, a distance of 180.0 feet to a rod for corner; thence S 88 deg-18 min-50 sec E, and parallel to the said north line of tract conveyed to Emporia Building Co. Inc. tract, a distance of 410.0 feet to a rod for corner in the said west line of Shiloh Road; thence S 0 deg-18 min W, and with said road line, a distance of 20.6 feet to a pipe found at a right angle offset in said west line of Shiloh Road; thence N 89 deg-42 min W, a distance of 10.0 feet to a pipe found; thence S 0 deg-18 min W, and continuing with west line of Shiloh Road, a distance of 159.16 feet to the place of beginning and containing 72,186 square feet of land.

DATED: December 29, 1970.

QUEMETCO, INC.

By Robert N. Quenell
Robert N. Quenell, President

By Royce A. Robinson
Royce A. Robinson, Secretary



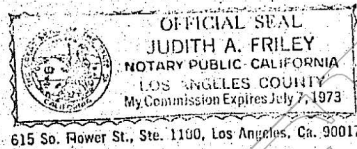
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THE STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

On this 29th day of December, 1970, before me personally appeared Robert N. Quenell and Royce A. Robinson to me known to be the President and Secretary, respectively, of the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.



Judith A. Friley
Notary Public in and for Los Angeles
County, California.

My commission expires

July 7, 19 73

Mr. Meredith M. Brown
320 Park Ave
New York, NY 10022

JUN 2 12 16 PM '71

FILED
JUN 3 1971
COUNTY CLERK
DALLAS COUNTY

STATE OF TEXAS COUNTY OF DALLAS
I hereby certify that this instrument was filed on the
date and time stamped hereon by me and was duly re-
corded in the volume and page of the named records
of Dallas County, Texas as stamped hereon by me.

JUN 2 1971



Tom E. Ellis
COUNTY CLERK, Dallas County, Texas

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71107 1738

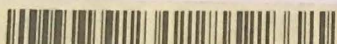
Ken Taiton, USEPA Region 6
c/o ARS Aetiv Remediation LLC
16850 Westgrove Road, Suite 200
Addison, Texas 75001

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Johnson Controls, Inc.
c/o Benjamin Grawe
DeWitt LLP
2 East Mifflin Street, Suite 600
Madison, Wisconsin 53703



9590 9402 6146 0209 4900 61

Article Number (Transfer from service label)

7020 0640 0000 9754 2303

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- ☐ Agent
- ☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

- D. Is delivery address different from item 1?** ☐ Yes
- If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signat
- ☐ Certified Ma
- ☐ Certified Ma
- ☐ Collect on D
- ☐ Collect on D
- ☐ Insured Mail
- ☐ Insured Mail (over \$500)

- ☐ Priority Mail Express®
- ☐ Registered Mail™

PS Form 3800, April 2015

Madison, Wisconsin 53703
2 East Mifflin Street, Suite 600
DeWitt LLP
c/o Benjamin Grawe
Johnson Controls, Inc.

Sent To

Total Postage and Fees

- Postage
- Adult Signature Restricted Delivery \$
- Adult Signature Restricted \$
- Certified Mail Restricted Delivery \$
- Return Receipt (hardcopy) \$
- Return Receipt (electronic) \$
- Extra Services & Fees (check box, add fee as appropriate) \$

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Johnson Controls, Inc.
c/o Benjamin Grawe
DeWitt LLP
2 East Mifflin Street, Suite 600
Madison, Wisconsin 53703

7020 0640 0000 9754 2303
7020 0640 0000 9754 2303



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Madison, WI 53703

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Extra Services & Fees (check box, add fee as appropriate)

- | | | |
|--|----|--------|
| <input type="checkbox"/> Return Receipt (hardcopy) | \$ | \$0.00 |
| <input type="checkbox"/> Return Receipt (electronic) | \$ | \$0.00 |
| <input type="checkbox"/> Certified Mail Restricted Delivery | \$ | \$0.00 |
| <input type="checkbox"/> Adult Signature Required | \$ | \$0.00 |
| <input type="checkbox"/> Adult Signature Restricted Delivery | \$ | \$0.00 |

Postage

\$1.80

Total Postage and Fees

\$8.25

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Street and Apt. No., or PO Box

City, State, ZIP+4®

Johnson Controls, Inc.

c/o Benjamin Grawe

DeWitt LLP

2 East Mifflin Street, Suite 600

Madison, Wisconsin 53703

Postmark
Here

02/16/2021

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